

**RECORDING REQUESTED BY**  
**& AFTER RECORDING RETURN TO:**

Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, Texas 77081  
Attention: Leona Roberts  
Prepared By *C Moore*

Prepared By and Return To:  
Realty Title *662893807*  
6397 Goodman Road  
Suite 112  
Olive Branch, MS 38654  
*11080240*

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Bank of America, National Association as successor by merger to LaSalle Bank National Association, having its principal place of business at, 540 West Madison Street, MC IL4-540-18-53, Chicago, Illinois 60661, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among C-BASS ABS, LLC (the "Depositor"), Litton Loan Servicing LP (the "Servicer"), and the Trustee, dated as of June 1, 2007 (the "Pooling and Servicing Agreement"), hereby constitutes and appoints the Servicer, Litton Loan Servicing, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued, or to effect loss mitigation efforts in compliance with any government sponsored program or prudent servicing practice, and in all instances, which said modification

or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon discharge by full or partial payment or other satisfaction of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment or endorsement of any Mortgage or Deed of Trust and the related Mortgage Note.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the acceptance of a short sale agreement, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, or sale, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of a deed in lieu of foreclosure or the acceptance of a short sale agreement; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Pooling and Servicing Agreement, Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:
  - a. listing agreements;

- b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions;
  - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement or personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney is not intended to extend the powers granted to Servicer under the Pooling and Servicing Agreement or to allow Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Pooling and Servicing Agreement.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Notwithstanding anything contained herein to the contrary, Litton shall not, without the Trustee's written consent: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating Litton's representative capacity, (ii) initiate any other action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against certificateholders, or against the Depositor or the Seller for breaches of representations and warranties) solely under the Trustee's name (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly related to the servicing of any Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or the Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state. Litton shall not be required to sign this Power of Attorney in order to perform the functions enumerated herein.

The Trustee shall be entitled to the indemnification provided by the Servicer in the Pooling and Servicing Agreement as if set forth herein in connection with the actions of the Servicer under this Limited Power of Attorney.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

**Resource Title National Agency, Inc.**  
**7166 E. Pleasant Valley Road**  
**Suite 100 102902M1**  
**Independence, Ohio 44131**

IN WITNESS WHEREOF, Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of June 1, 2007, C-BASS 2007-SP2 Trust, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-SP2, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Susan L. Feld its duly elected and authorized Vice President this 28 day of April, 2011.

Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-SP2

By 

Name: Susan L. Feld

Title: Vice President

Witness: 

Name: Darlene Morrow

Title: Analyst

Witness: 

Name: Maria Kotsiovos

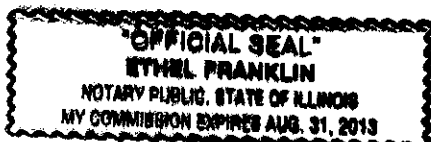
Title: Sr Supp Analyst


STATE OF ILLINOIS  
COUNTY OF COOK

On April 29, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Susan L. Feld, Vice President of Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-SP2, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)



  
Notary Public

My Commission Expires August 31, 2013